

EXHIBIT 2-B



DRK PHOTO

100 Starlight Way, Sedona, AZ 86351 U.S.A.
TEL (928) 284-9808 • FAX (928) 284-9096
drkphoto@sedona.net • www.drkphoto.com

INVOICE

Page 1 of 2

8111

To: Jennifer MacMillan, Photo Editor
John Wiley & Sons
6th Floor Photo Dept.
605 Third Avenue
New York, NY 10158-0012

212-850-6359

Editor: Jennifer MacMillan, Photo Editor

Date

6/14/2002

P.O. No.

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Description of Materials

IMAGE	DESCRIPTION	SIZE	PHOTOGRAPHER	Rate
845987	(V) (P8) AERIAL, MT. RAINIER, EAST SIDE, CASCADE MNTS, WA (U	1/4 PAGE	Tom Wiewandt	\$191.25
846025	(H) (P9) OCEAN & SANDSTONE HEADLANDS, DAVENPORT, CA. (40	1/2 PAGE	Larry Ulrich Stock Photo., Inc.	\$191.25
849846	(H) (P10) RAINFOREST SCENE, CLOUDS & FOREST, PENAS BLANC	1/4 PAGE	Michael Fogden	\$191.25
254853	(H) (P21) AERIAL, LOGGING WEST OF GRAND TETONS N.P., WYOMI	1/4 PAGE	Michael P. Collier	\$191.25
190628	(H) (P22) RAINFOREST STREAM EDGED WITH PALMS, COSTA RICA	1/4 PAGE	Michael Fogden	\$191.25
904674	(V) (P34) AERIAL, CAPE COD AND SURF (P/U)	1/4 PAGE	Stephen J. Krasemann	\$191.25
905367	(V) (P36) LUNCH CREEK WATERFALL, MONTANA (P/U)	1/4 PAGE	Stephen J. Krasemann	\$191.25
200422	(H) (P49) OLD SANTE FE FREIGHT STATION, DOWNTOWN FLAGST	1/4 PAGE	Tom and Susan Bean, Inc.	\$191.25
252135	(H) (P50) SLEEPY HOLLOW FARM, VERMONT (10/96/315) (P/U)	1/4 PAGE	Jeremy Woodhouse	\$191.25
211945	(H) (P99) RAINBOW VALLEY, SOUTH OF ALICE SPRINGS, AUSTRALI	1/4 PAGE	Michael Fogden	\$191.25
117227	(H) (P106) INNER COAST, SUMMER OAK GRASSLANDS & HILLS, CA.	1/4 PAGE	David Cavagnaro	\$159.38
164262	(V) (P122) BABY BLUE-EYES & CA. POPPIES, (405SR015X3) (P/U)	1/4 PAGE	Larry Ulrich Stock Photo., Inc.	\$191.25
846020	(V) (P123) FOREST FLOOR, TRILLIUM FLOWERS, GREAT SMOKY (14	1/4 PAGE	Tom Till	\$191.25

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847078	(H) (P125) GIANT ANTEATER AT LOG, BRAZIL (420,880 Q)(P/U)	1/4 PAGE	Tom Brakefield	\$191.25
206956	(H) (P139) BURNT TREES FROM FOREST FIRE, YELLOWSTONE N.P.	1/4 PAGE	Lewis Kemper	\$191.25
200035	(H) (P153) NATIVE PRAIRIE / IOWA (P/U FROM PREVIOUS EDITION)	1/4 PAGE	Annie Griffiths Belt	\$159.38
254842	(H) (P182) AERIAL, COTTON FIELDS, COLORADO RIVER, BELOW PA	1/4 PAGE	Michael P. Collier	\$191.25
901854	(V) (P208) AERIAL OF PERMAFROST POLYGONS / ALASKA (P/U FRO	SPREAD	Stephen J. Krasemann	\$421.08
901854	(V) (P251) AERIAL OF PERMAFROST POLYGONS / ALASKA (REUSE,	1/4 PAGE	Stephen J. Krasemann	\$79.89
184640	(H) (P264) AERIAL - GLACIAL KETTLE POND (P/U FROM PREVIOUS E	1/2 PAGE	Tom and Susan Bean, Inc.	\$159.38
160936	(H) (P263) FLASH FLOOD / FLOODED ARROYO (UAZ-2195) (P/U FRO	1/2 PAGE	Tom Wiewandt	\$159.38
846735	(H) (P287) EXPOSED ROCK LAYERS / ERODED RAPLEY MONOCLINE	FULL PAGE	Tom and Susan Bean, Inc.	\$210.94
846735	(H) (P288) EXPOSED ROCK LAYERS / ERODED RAPLEY MONOCLINE	1/4 PAGE	Tom and Susan Bean, Inc.	\$79.66
164973	(H) (P289) BRIGHT ANGEL CANYON / GRAND CANYON (403GS040X2	1/4 PAGE	Larry Ulrich Stock Photo, Inc.	\$159.38

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TOTAL DUE:

\$4,457.84

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(a) "Agency" hereafter refers to DRK PHOTO. "Client" hereafter refers to the party to whom Agency has assigned this document "To:", and/or the party shipped to on its face. "Images" hereafter shall be defined as transparencies, negatives, prints, scans, or digital images. Except where outright purchase is specified, all images and rights not expressly granted remain the exclusive property of Agency without limitation. Client acquires only the rights specified and agrees to return all images by the sooner of 30 days after publication or 1 month after initial delivery date, or pay thereafter \$10.00 per week per image. If images are not returned within three months of the date of delivery, Agency may at its discretion, after giving notice, presume the images are lost and proceed with appropriate invoicing.

(b) Reimbursement for loss or damage shall be \$2,000 per original transparency and \$200 per duplicate transparency unless otherwise set forth in writing. Payment for loss or damage to any image does not entitle Client to any rights whatsoever in any image. Agency will reimburse Client for any lost image subsequently found and returned undamaged to Agency within three (3) months from the date Agency issued invoicing for said loss. Reimbursement shall be equal to the amount paid for loss, minus applicable holding fees as set forth in clause (a) above.

(c) Submission and use rights granted are specifically based on the condition that Client assumes insurers liability to (1) indemnify Agency for loss, damage or misuse of any image and (2) return all images prepaid and fully insured, safe and undamaged by bonded messenger, air freight or registered mail. Client assumes full liability for its employees, agents, assigns, messengers, printers, and freelance researchers for any loss, damage or misuse of the images.

(d) Adjacent credit line, or on-screen credit line for Agency: "[year of first publication] [photographer's name]/[DRK PHOTO]" must accompany image use, or invoiced fee shall be tripled. Unless otherwise indicated by Agency, the copyright year of any image is assumed to be the same year as in the date of Agency's invoice. If there is more than one supplier of images to the product, photo credit shall be equal to all other suppliers of images to the product. Client will provide copyright protection on any use and assign same to Agency immediately upon request, without charge.

(e) Client will indemnify Agency against all claims and expenses arising out of the use of any image unless a valid model or other release was specified to exist, in writing, by Agency. Unless so specified no valid release exists. Client agrees that all images are being licensed "as is", and Agency shall not be held liable for any damages or claims which might arise from any defect in any image or its caption information or in any way from its reproduction. Client must satisfy himself that all necessary rights, consents, or permissions as may be required for reproduction are secured. In any event, Agency's liability for all claims shall not exceed the actual license fee paid for the offending image. Client warrants that it will not use any licensed image in an untruthful manner that would defame the Agency. Agency will not knowingly license to Client any images that are in violation of any other's rights.

(f) Time is of the essence for receipt of payment and return of images. No use rights are transferred until payment of Agency's invoice(s) for reproduction of the image is received in full. Use of any image before payment of Agency invoicing for such use constitutes willful copyright infringement entitling Agency to rescind all rights and rendering the Client liable for payment of damages. Payment is required within 30 days of invoice; a 2% per month service charge on the unpaid balance is applied thereafter. Payment is a condition of the grant of rights; failure to pay promptly and accurately constitutes willful copyright infringement. Use beyond the scope of this license constitutes willful copyright infringement. In the event of unauthorized use, it is agreed that a retroactive license can be made available at a fee of ten (10) times the normal reproduction charge. Adjustment of the amount, or terms and Conditions must be requested within 10 days of invoice date, and agreed to in writing by the parties hereto.

(g) Any cancellation of invoicing must be made in writing within 30 days of the date of issue. Agency may at its discretion choose to cancel said invoicing and issue a credit memo against the corresponding invoice. Cancelled invoices are subject to a cancellation (kill) fee equal to 50% of the reproduction fee billed.

(h) Client agrees to indemnify and hold Agency harmless against all claims arising in any manner whatsoever from the unauthorized use of any image supplied to Client by Agency.

(i) Client shall provide two free copies of usage appearing in print, and two free copies of software product if a digital/electronic use.

(j) Client may not assign or transfer this agreement. Holding of the image constitutes acceptance of these Terms and Conditions hereby incorporating Article 2 of the Uniform Commercial Code. The Terms and Conditions set forth herein and on the reverse side hereof constitute the entire agreement between Agency and Client with respect to the image(s) being used pursuant to this invoice, and cannot be modified or amended except by Agreement in writing signed by both Agency and Client. No waiver is binding unless set forth in writing and signed by the parties hereto. These Terms and Conditions supersede any and all terms on the Client's purchase order.

(k) Any and all disputes regarding this document, including its validity, interpretation, performance or breach, with the exception of copyright claims shall be settled by arbitration in Phoenix, Arizona under rules of the American Arbitration Association and the laws of the State of Arizona. Judgment on the Arbitration Award may be entered in the highest Federal or State Court having jurisdiction. Client shall pay all arbitration and Court costs, reasonable Attorney's fees, plus legal interest on any award or judgment.

(l) Copyright claims shall be brought in the Federal Court having jurisdiction.

(m) With all transactions in which payment is received in the form of royalties Agency and/or its duly authorized representative shall have the right at any time and without limitation to check, inspect, and audit the Client's books, records, and accounts in order to verify or clarify any and all such statements, accountings, and payments. The expense of such examination shall be borne by Agency unless a note of accounting amounting to five (5%) per cent of the total sums paid or payable to Agency shall be found to its disadvantage in which case the expense of such examination shall be borne by the Client.

(n) No projection of original images is allowed.

(o) Client shall pay a \$25.00 servicing/returning fee for all unused/unpublished image returned with a cut mount.

(p) No images may be reproduced, utilized, or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system without permission in writing from Agency.

(q) Client agrees that no permanent data base may be retained in Client or any third parties of any images from Agency whether licensed for use in the product or otherwise; if requested, Client shall provide written proof to Agency that all files containing the agency images have been destroyed.

(r) Client shall not market, distribute, sub-license, lease or rent any images on a separate basis or use any images in any manner other than in connection with the specific product licensed. Client shall restrict end-users in the same manner and shall not permit image manipulation, or individual use of any images. End-users shall be restricted from broadcasting any images on any on-line service.

(s) Client shall not alter or manipulate any image beyond the requirements of normal image enhancement or cropping, and rubbing shall be done to change the integrity of the images.

(t) Unless otherwise specified in writing by Agency "exclusive" reproduction rights shall mean exclusive to the specific image in Agency can control within the confines of its own operations. Agency will not be held responsible for the actions of others.

(u) Client agrees that these Terms and Conditions are made pursuant to Article 2 of the Uniform Commercial Code and agrees to be bound by same, including specifically clause (k) above to arbitrate disputes. Objection to any terms must be made in writing within ten (10) days.

Rev. 01/05/00



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16-3-02

INVOICE

Page 1 of 2

8254

To: Sara Wright, Photo Editor
John Wiley & Sons
111 River Street
Hoboken, NJ 07030

Date

8/14/2002

P.O. No.

201-748-6773

Editor: Sara Wright, Photo Editor

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Description of Materials

IMAGE	DESCRIPTION	SIZE	PHOTOGRAPHER	Rate
265759	(H) (P-29) AERIAL VIEW OF BORA BORA, FRENCH POLYNESIA SOCI	1/4 PAGE	Tom Till	\$180.00
846784	(H) (P-61) CHARLES RIVER, MA., PURPLE LOOSESTRIPE IN BLOOM (1/4 PG PICKU	Stephen G. Maka	\$135.00
112571	(H) (P-66) JOSHUA TREE, ROCK, & LANDSCAPE, JOSHUA TREE N.M.	1/4 PG PICKU	Stephen J. Krasemann	\$135.00
211122	(V) (P-67) BRITTELBUSH, SAGUARO, AND MOON /TONTON N.F.,AZ.(A	1/4 PG PICKU	Kim Heacox	\$135.00
230738	(H) (P-88) ELEPHANT SEAL PUP ON BEACH, FALKLAND ISLANDS	1/4 PAGE	Wayne Lynch	\$180.00
233946	(H) (P-130) CATTLE OVERGRAZE RIPARIAN AREA, CENTRAL CA.	1/4 PAGE/CO	Gary Zahm	\$225.00
235414	(V) (P-141B) MONARCH BUTTERFLY HANGING FROM PLANT	1/4 PAGE	Bob Gurr	\$180.00
169212	(H) (P-148) WATER TUPELO AND BALD CYPRESS WOODS, LAKE CH	1/4 PAGE	Larry Ulrich Stock Photo., Inc.	\$180.00
162402	(V) (P-171) HAWAIIAN NENE GOOSE	1/4 PAGE/CO	Stephen J. Krasemann	\$225.00
126182	(H) (P-184) COWBOYS HERDING BISON IN ROUNDUP ON NATIONAL	1/4 PAGE	Tom Bledsoe / Shelly Zimmerma	\$180.00
243367	(V) (P-190) WHALING VESSEL "GREYHOUND" IN NEW BEDFORD, M	1/4 PAGE	Marc B. Epstein	\$180.00
848535	(H) (P-195) ROCKY MT. BIGHORN RAM & EWE ON MOUNTAINSIDE C	1/4 PG PICKU	Tom & Pat Leeson	\$135.00
846160	(H) (P-286) ACID DRAINAGE, ABANDONED MINE SITE (P/U)	1/4 PG PICKU	John Cancalosi	\$135.00

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Description of Materials

Rate

IMAGE	DESCRIPTION	SIZE	PHOTOGRAPHER
282026	(V) (P-287) CHEMICAL DISCHARGE FROM OUTFLOW PIPE, MERSEY	1/4 PAGE	David Woodfall
294904	(H) (P-295) POLAR BEAR CRASHES THRU THIN ICE, COASTAL HUD	1/4 PAGE/CO	Johnny Johnson

\$180.00
\$225.00

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TOTAL DUE: \$2,610.00

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(k) Any and all disputes regarding this document, including its validity, interpretation, performance or breach, with the exception of copyright claims shall be settled by arbitration in Phoenix, Arizona under rules of the American Arbitration Association and the laws of the State of Arizona. Judgment on the Arbitration Award may be entered in the highest Federal or State Court having jurisdiction. Client shall pay all arbitration and Court costs, reasonable Attorney's fees, plus legal interest on any award of judgment.

(l) Copyright claims shall be brought in the Federal Court having jurisdiction.

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(n) No projection of original Images is allowed.

(o) Client shall pay a \$25.00 servicing/rebounding fee for all unused/unpublished Image returned with a cut mount.

(p) No Images may be reproduced, utilized, or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system without permission in writing from Agency.

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Rev. 01/05/00

DRK v. Wiley AAA 00182



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3-11-03

INVOICE

8427

To: Hilary Newman
John Wiley & Sons
111 River Street
Hoboken, NJ 07030

Date

1/28/2003

P.O. No.

201-748-6733

Editor: Hilary Newman

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Description of Materials

IMAGE	DESCRIPTION	SIZE	PHOTOGRAPHER	Rate
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(e) Client will indemnify Agency against all claims and expenses arising out of the use of any image unless a valid model or other release was specified to exist, in writing, by Agency. Unless so specified no valid release exists. Client agrees that all images are being licensed "as is", and Agency shall not be held liable for any damages or claims which might arise from any defect in any image or its caption information or in any way from its reproduction. Client must satisfy himself that all necessary rights, consents, or permissions as may be required for reproduction are secured. In any event, Agency's liability for all claims shall not exceed the actual license fee paid for the offending image. Client warrants that it will not use any licensed image in an untruthful manner that would defame the Agency. Agency will not knowingly license to Client any images that are in violation of any other's rights.

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(g) Any cancellation of invoicing must be made in writing within 30 days of the date of issue. Agency may at its discretion choose to cancel said invoicing and issue a credit memo against the corresponding invoice. Cancelled invoices are subject to a cancellation (kill) fee equal to 50% of the reproduction fee billed.

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(i) Client shall provide two free copies of uses appearing in print, and two free copies of software product if a digital/electronic use.

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(k) Any and all disputes regarding this document, including its validity, interpretation, performance or breach, with the exception of copyright claims shall be settled by arbitration in Phoenix, Arizona under rules of the American Arbitration Association and the laws of the State of Arizona. Judgment on the Arbitration Award may be entered in the highest Federal or State Court having jurisdiction. Client shall pay all arbitration and Court costs, reasonable Attorney's fees, plus legal interest on any award or judgment.

(l) Copyright claims shall be brought in the Federal Court having jurisdiction.

(m) With all transactions in which payment is received in the form of royalties Agency and/or its duly authorized representative shall have the right at any time and without limitation to check, inspect, and audit the Client's books, records, and accounts in order to verify or clarify any and all such statements, accountings, and payments. The expense of such examination shall be borne by Agency unless errors of accounting amounting to five (5%) per cent or more of the total sums paid or payable to Agency shall be found to its disadvantage, in which case the expense of such examination shall be borne by the Client.

(n) No projection of original images is allowed.

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(t) Unless otherwise specified in writing by Agency, "exclusive reproduction rights" shall mean exclusive to the specific image to Agency can control within the confines of its own operations. Agency will not be held responsible for the actions of others.

(u) Client agrees that these Terms and Conditions are made pursuant to Article 2 of the Uniform Commercial Code and agrees to be bound by same, including specifically clause (k) above to arbitrate disputes. Objection to any terms must be made in writing within ten (10) days.

Rev 01/05/03



DRK PHOTO

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Date

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✓848870	(H) CALVING ICEBERG, HUBBARD GLACIER, ALASKA (P/U FROM PR	1/4 PG PICKU	Tom and Susan Bean, Inc.	\$127.50
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(k) Any and all disputes regarding this document, including its validity, interpretation, performance or breach, with the exception of copyright claims shall be settled by arbitration in Phoenix, Arizona under rules of the American Arbitration Association and the laws of the State of Arizona. Judgment on the Arbitration Award may be entered in the highest Federal or State Court having jurisdiction. Client shall pay all arbitration and Court costs, reasonable Attorney's fees, plus legal interest on any award or judgment.

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848468	(H) (P-80) IGNEOUS ROCK SILL INTRUDED IN SEDIMENTARY LAYER	1/4 PAGE	Tom and Susan Bean, Inc.	\$115.00
202805	(V) (P-323) PIECES OF PETRIFIED WOOD, AZ (403PF001D9)	1/4 PAGE	Larry Ulrich Stock Photo., Inc.	\$115.00
228171	(H) (P-333) FOSSIL DRAGONFLY, BRAZIL	1/4 PAGE	John Cancalosi	\$115.00
255288	(H) (P-341) AERIAL, PEABODY COAL MINE AT BLACK MESA, ARIZON	1/4 PAGE	Michael P. Collier	\$115.00
127549	(H) (P-366) HURRICANE DAMAGE, HURRICANE DIANA / NC, USA	1/4 PAGE	Stephen J. Krasemann	\$115.00

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- Rights are being reserved to Recipient when an invoice is created. If Recipient does not use the invoiced image it must notify DRK PHOTO within five (5) days from receipt of the invoice. If Recipient fails to do so, it is responsible for full payment of the invoice.
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Date

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Editor: Jennifer MacMillan

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IMAGE	DESCRIPTION	SIZE	PHOTOGRAPHER	
849559	(H) (P219) MOTHER & CHILD BEING PULLED BY DOLPHIN	1/4 PG PICKU	John Cancalosi	\$283.50
846566	(H) (P318) ORANGUTAN MOTHER & BABY ON BRANCH IN TREES, I	1/4 PG PICKU	Anup & Manoj Shah	\$283.50
273725	(H) (P554) VIEW OF DESERT W/SAGUARO CACTI, SAGUARO N.MO	1/4 PG REUS	Darrell G. Gulin	\$141.75
283405	(H) (P862) MAN STANDING NEXT TO CATHEDRAL TERMITE MOUND	1/4 PG PICKU	Martin Harvey	\$283.50
202035	(V) (P867) INTERIOR VIEW OF AUTUMN FOREST, BAXTER STATE P	1/4 PG PICKU	Jeremy Woodhouse	\$283.50
273725	(H) (P537) VIEW OF DESERT W/SAGUARO CACTI, SAGUARO N.MO	1/4 PAGE/CO	Darrell G. Gulin	\$324.00

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- Images may not be used in any way, including layouts, sketches, xerography or scanning until submission of and payment of an invoice indicating Recipient's right to do same or indicating the purchase of the image(s) outright, which shall be only on the terms of use hereinafter specified. Projection of any transparency is not permitted. You may not ARCHIVE, REPUBLISH or TRANSMIT images on any DATABASE without DRK PHOTO's prior written consent. You may not remove any image from its cardboard mount. You will be charged a \$200 fee for any removal or damage to the mount without consent.
- Recipient is solely responsible for loss or damage to images delivered to it, from the time of receipt until return to DRK PHOTO. Recipient shall be responsible for the safe delivery and return of images to DRK PHOTO and shall indemnify DRK PHOTO against any loss or damage to images in transit or while in possession of Recipient. This agreement is not considered a bailment and is specifically conditioned upon the images so delivered being returned to DRK PHOTO in the same condition as delivered. Duplicate transparencies, internegatives, digital files and copy prints will not be accepted in exchange for a lost or damaged image. Recipient assumes an insurer's liability herein for the safe and undamaged return of the images to DRK PHOTO. Such images are to be returned by bonded messenger or by registered mail (return receipt requested), prepaid and fully insured, with description of contents enclosed.
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- With all transactions in which payment is received in the form of royalties DRK PHOTO and/or its duly authorized representative shall have the right at any time and without limitation to check, inspect, and audit the Client's books, records, and accounts in order to verify or clarify any and all such statements, accountings, and payments. The expense of such examination shall be borne by DRK PHOTO unless errors of accounting amounting to five (5%) percent or more of the total sums paid or payable to DRK PHOTO shall be found to its disadvantage, in which case the expense of such examination shall be borne by the Client.
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Date

10/28/2005

P.O. No.

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PHOTOGRAPHER

1s200035 (H) (P-60) NATIVE PRAIRIE / IOWA

1/4 PG PICKU

Annie Griffiths Belt

\$225.00

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